

## REMARKS

### Section 103 Rejection of Claims 1, 11, 17, 26, and Claims Dependent Thereon

The examiner rejects claim 1, 11, 17, 26, and their respective progeny as obvious over *BEA*, WebLogic Server documentation (2000) in light of *Jacobsen et al.*, Middleware for Software Leasing Over the Internet (1999).

The examiner states that *BEA* discloses a web client ("StockClient") requesting stock transaction data from a server ("StockServlet"), and showing a result to the user. By showing a result to the user, according to the examiner, the StockClient is "updating controls in a graphical user interface." Thus, in the examiner's view, when a browser displays a result that includes a control, the display of this new control amounts to a GUI update.

Amended claim 1 clarifies that the claimed method requires:

"displaying a control in a graphical user interface," and

"*changing* the value of the control based on the *updated* data set."

Thus, according to claim 1, the web browser *changes* the value of a displayed control. This is different from *BEA*, which at best discloses generating a new control. For each page to be displayed, a web browser creates new controls, with preset values, as specified by the web page. The values of the controls do not change based on an updated data set. Therefore, *BEA* fails to disclose the limitation of "displaying a control in a graphical user interface" and "changing the value of the control based on the updated data set."

*Jacobsen* fails to reach or suggest this deficiency in the teaching of *BEA*. In particular, *Jacobsen* discloses "an infrastructure for managing the deployment, integration, distribution, and use of application services *via the World Wide Web*" and that "users interact with the application services through a standard internet browser, not requiring any additional software."<sup>1</sup> As described above, a standard internet browser does not change the value of a control; it creates new controls when a new web page is received.

Thus, even if one were to somehow combine *Jacobsen* with *BEA*, the result would still fail to meet the limitations of claim 1. Similarly, amended claims 11, 17, and 26 each requires

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<sup>1</sup> *Jacobsen* at 1 (abstract).

displaying a control in a graphical user interface and changing the value of the control based on a response. These claims are patentable for at least the reasons described above in connection with amended claim 1. Claims 4, 6, 7, 8, 9, 10, 13, 14, 15, 16, and 20 include all the limitations of their respective parent claims and are therefore allowable for at least the same reasons.

### **Section 103 Rejection of Claims 21, 27, and Claims Dependent Thereon**

Claim 21 requires

“intercepting . . . request statements prior to execution.”

Similarly, claim 27 requires a

“computer program product . . . having instructions stored thereon” to

“intercept . . . request statements prior to execution.”

The examiner rejects claims 21, 27 and their respective progeny as being rendered obvious, apparently by the combination of *BEA* and *Jacobsen*. In particular, the examiner states that to “intercept” means “to gain possession of,” and that this limitation is met by BEA’s disclosure that the StockServlet *receives* the request statements.

However, “intercept” does not mean gaining possession. It means “a : to stop, seize, or interrupt in progress or course or *before arrival* b : to receive (a communication or signal *directed elsewhere*) usually secretly.”<sup>2</sup> Thus, for a message to be “intercepted,” it must be received by something *other than the intended recipient of the message*. For example, one writing thank you notes for gifts might acknowledge having “received your lovely gift,” but it would be a strange thank-you note indeed that would refer to having “intercepted your lovely gift.”

Based on the foregoing definition, the StockServlet does not “intercept” a request. The request, as the examiner concedes, is *directed at* the StockServlet.<sup>3</sup> Thus, the StockServlet *receives* the request, but it does not *intercept* the request.

Therefore, BEA does not disclose “intercepting . . . request statements prior to execution.”

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<sup>2</sup> Merriam-Webster Online Dictionary, <http://www.m-w.com/dictionary/intercept>.

<sup>3</sup> See Office Action at 13: “If the StockServlet does not intercept [receive] the request, how can it work on the request?”).

The applicant notes that the examiner's section 103 rejection is defective insofar as it applies to claims 21, 27 and their progeny. While the examiner has cited the combination of *BEA* and *Jacobsen* as rendering the claims obvious, he has not stated: (1) the claim limitation(s) omitted by *BEA*; (2) where these claim limitations are found in *Jacobsen*; and (3) a motivation to combine *BEA* and *Jacobsen*. See 35 U.S.C. § 103; MPEP § 2141 (requiring the examiner to "ascertain[] the differences between the prior art and the claims at issue); MPEP § 2143 (requiring an identification of a motivation to combine the references).

Since the examiner has not made a prima facie case of obviousness for those claims, the applicant submits that the office action fails to comply with Rule 1.104(b)'s requirement of completeness. Accordingly, the applicant anticipates that, should the examiner not find the claims allowable, any subsequent rejection would be non-final.

Claims 23-24 are dependent on claim 21, and are patentable for at least the same reasons.

#### SUMMARY

Applicant amends the claims solely to expedite prosecution of this application. The amendments are not to be construed as an admission that the claims prior to amendment are unpatentable. Furthermore, in addition to the above arguments, there may be other good grounds for patentability of the claims.


No fees are believed to be due. However, to the extent any fees might be due, or if a refund is forthcoming, please adjust our deposit account 06-1050 referencing the above attorney docket number.

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Respectfully submitted,

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